

STATE OF INDIANA)
) SS:
COUNTY OF MARION) AVC NO. 01-007

LLOYD and JANNETTE JONES,)
individually and doing business as)
L & J AUTO SALES, INC.,)
)
) Respondents.

FILED

JAN 18 2001

Sarah M. Taylor
CLERK OF THE
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and Respondents, Lloyd and Jannette Jones d/b/a L & J Auto Sales, Inc., without admitting any violation of law, enter into this Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code §24-5-0.5-7.

It is acknowledged that violation of this Assurance constitutes prima facie evidence of a deceptive act as defined by Ind. Code §24-5-0.5-3. This Assurance is entered into without any adjudication of any issue of fact or law herein, and upon consent of the parties hereto.

It is hereby agreed that:

1. Respondents, at all times relevant, conducted business as a used car dealer with a principal place of business in Marion County located at 2223 Lafayette, Indianapolis, Indiana 46222. At all relevant times Respondents have engaged in consumer transactions with Indiana consumers.

2. The terms of this Assurance apply to and are binding upon Respondents, their employees, agents, representatives and assigns.

3. Respondents acknowledge the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 et seq.

4. Respondents will refrain from making and shall not make, cause to be made, or permit to be made, expressly or by implication, any representation, orally or in writing, regarding their ability to deliver certificates of title for motor vehicles to vehicle purchasers unless Respondents actually intend to provide and, in fact, provide consumers with motor vehicle certificates of title as represented.

5. Respondents will immediately comply with all provisions of Ind. Code §9-17-3-3, including but not limited to:

- a. endorsing the certificate of title for a vehicle which is sold or has ownership transferred by Respondents;
- b. delivering the endorsed certificate of title to the purchaser or transferee at the time of sale or delivery;
- c. if the conditions under Ind. Code §9-17-3-3(a)(4) (A-D) are met, delivering the endorsed certificate of title to the purchaser or transferee within twenty-one (21) days after the date of sale.

6. Respondents shall pay Ms. Tammy L. Murray 921 Hardin Apt. A, Indianapolis, Indiana 46241, restitution in the amount of Eight Hundred dollars (\$800.00)

7. Respondents shall pay Five Hundred Dollars (\$500.00) to the Office of the Attorney General for its costs of investigation.

8. Respondents shall remit the payments referred to in paragraphs six (6) and seven (7) to the Office of the Attorney General upon execution of this Assurance.

9. This Assurance does not constitute an approval by the Attorney General of Respondents' past or future business practices and Respondents shall not make any representations to the contrary.

10. Respondents agree to cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

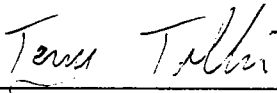
11. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County.

STATE OF INDIANA

STEVE CARTER

Attorney General of Indiana

By

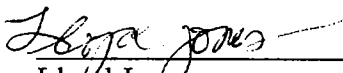
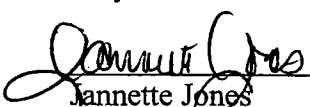

Terry W. Tolliver
Deputy Attorney General
Atty. No. 22556-49
Office of the Attorney General
402 West Washington, 5th Floor
Indianapolis, Indiana 46204

Dated 1/18/01

RESPONDENTS

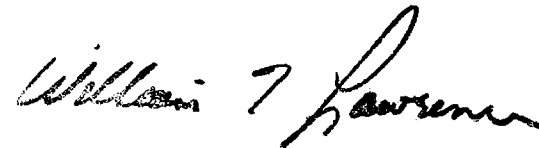
L & J Auto Sales, Inc.

By


Lloyd Jones

Jannette Jones

Dated 1-12-01

APPROVED AND ORDERED, this ____ day of JAN 18 2001 2000.



Judge, Marion County Circuit Court